

17



CALIFORNIA TASK FORCE 3 URBAN SEARCH AND RESCUE
300 MIDDLEFIELD RD • MENLO PARK, CA 94025 • TEL: (650) 688-8404 FAX: (650) 323-9129

May 20, 2004

Chief Bill Weisgerber
Milpitas Fire Department
777 S. Main Street
Milpitas, CA 95035

Ref: First Amendment to Memorandum of Agreement between Milpitas Fire
Department and Menlo Park Fire District

Dear Bill:

Enclosed you will find the above document. Please review and sign or have it signed on page 5 of the First Amendment to MOA. The Original MOA is also attached, this document has not changed from the original signed years ago, however, you may wish to sign it again, page 12. Also, Attachment 2, page 14 needs to be completed.

Once all is complete, please return to me. I'll have it completely signed and return a copy for your files. Thank you very much for your help with this. Any questions, you can reach me at 650-688-8404.

Sincerely,

Amy C. Kraska
US&R Admin Spec
Menlo Park Fire District

URBAN SEARCH & RESCUE
CALIFORNIA US&R TASK FORCE 3

FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT
WITH PARTICIPATING AGENCY

This First Amendment (the "Amendment") revises various provisions of the "Memorandum of Agreement with Participating Agency" (the "Agreement") entered into effective _____ by and between the Menlo Park Fire Protection District ("District") and Milpitas Fire Dept ("Agency" or "participating agency"), as follows:

1. Section II, "**Agreement Term**," is amended in its entirety so as to read as follows:

II. **Agreement Term**. This Agreement shall continue in effect until terminated as provided in Section III below.

2. Section VI, "**Financial Provisions**," is amended to add the following provision as subsection H:

H. Participating Agencies will receive a monthly management fee of \$200.00 for agencies having 9 or less members participating on the Task Force, and \$250.00 for agencies having 10 or more members participating on the Task Force. This monthly management fee may be used to offset costs associated with required Task Force management meetings, phone costs, record keeping, training coordination and other related Task Force support activities

The provision currently identified as subsection H shall be relettered as subsection I.

3. Section VII, "**Reporting and Record Keeping Requirements**," is amended in its entirety so as to read as follows:

VII. **Reporting And Record Keeping Requirements**

A. Each Task Force member is required to provide the following information prior to being eligible for participation.

1. A full medical screening where the individual must be medically cleared by the Task Force's Physician to be eligible to participate. The screening will be scheduled through and paid for by the Task Force and follows NFPA 1582 and OSHA 1910-120 and 1910-134 requirements.
2. An annual respirator fit test. This is scheduled through and paid for by the Task Force and is required by OSHA.

3. A fully completed Task Force personnel information survey including legal name, next of kin, home address, all relevant contact phone numbers, blood type and religious preferences.
4. A fully completed Task Force training and experience survey related to the FEMA position descriptions guidelines.
5. A Task Force Picture Identification Card when a Federal Emergency Management picture identification card is obtained, it will be retained by District and only distributed during a deployment
6. A fully completed OF 612 "Application for Federal Employment" form.
7. A fully completed Federal Employee Data Transmittal Sheet. This is an adjunct to the OF 612 form, and is required by the Office of Human Resources and Management.
8. A fully completed SF-61 Appointment Affidavit. Form 61 is an official U.S. Government form required by Federal Regulations for all Federal Appointees. An oath must be administered prior to deployment and after the team has been officially activated. Only originals may be submitted to FEMA. No copies will be allowed.
9. Certificates of course completion as described in the Section XIII of this Agreement (or a letter signed by the participating agency Chief certifying course completion if no certificate of completion is available) must be provided.
10. Paramedics, as active members of the Medical Group, must complete and have on file, a copy of their Public Health Service Agreement. Original documents must be with the team at all times during deployment.

B. The participating agency will submit quarterly training activity reports at the Participating Agency and Civilian Coordinators Quarterly meetings. These reports will include participant's names, hours of training, related topics and a course overview of what was covered during internal department training as specified under the Section XIV of this Agreement. Participants who do not meet the minimum training attendance and participation guidelines may be dropped from the team, or deemed Non-Deployable.

4. Section X, "CORE Operational Group," is amended in its entirety so as to read as follows:

X. Participating Agency and Civilian Coordinators Operational Group

Each participating agency shall provide representation at a Participating Agency and Civilian Coordinators Operational Group meeting to be held on a quarterly meeting schedule. These meetings will be held to discuss training, record keeping and other operational issues.

5. Section XI, "**Media Information Policy**," is amended to add subsection H to read as follows:

H. All requests for both official and unofficial presentations, speaking engagements and related interviews, news articles and periodical stories shall be pre-approved by the Task Force Leader or the Task Force Administrator.

6. Section XIV, "**Training Policies and Procedures**," is amended in its entirety to as to read as follows:

XIV. Training Policy and Procedures

Annual external training conducted by District will include the following training. This training will be documented by District and the participant will be held accountable for his/her involvement and attendance.

- A. Individual Participant Orientation, Registration and Annual Program Overview and Strategic Planning - 2 hours every 12 months.
- B. 50 Question written exam - 70% passing - Every 12 months (Study Guide Provided).
- C. Mobilization Orientation - 1 hour every 12 months.
- D. Night Operations Exercise - 2 hours every 12 months.
- E. Mobilization and Base Operations Exercise - 2 hours every 12 months.
- F. Annual Deployment Exercise – Once every 36 months (1/3 of the Task Force per year).
- G. Annual Exercise Critique and Discussion - 2 hours every 36 months.
- H. Specific Categorical Training and Related Work Activities - minimum of 18 hours every 12 months, as follows.
 - 1. Specialist Group Training Requirements:
 - (a) Communications and Technical Group.
 - (b) Logistics Group.
 - (c) Medical Group.

- (d) Management, Safety and Plans Group.
- (e) Rescue and Crane Rigging Group.
- (f) Structural Engineers.
- (g) Search and Recon (K-9, Search, HazMat, Comm/Tech, Engineers).
- (h) WMD

2. Other Related Work Activities:

- (a) Cross Training.
- (b) Equipment Cache Work Days.
- (c) Meetings.
- (d) Special Projects.

- I. Paramedic students will not be allowed to be active participants in CA-TF3 until they have completed all applicable requirements for licensure as paramedics.

7. Subsection B.1 of Section XV, "**Notification Procedures**," is amended to delete the reference to "District's Station 77" as the point of response by participants in the event of mobilization and to substitute the "Task Force's Equipment Storage Warehouse" in its place.

8. Section XVIII, "**Personal Protective Clothing and Equipment**," is amended in its entirety so as to read as follows:

XVIII. Personal Protective Clothing and Equipment

- A. Each participant is required to have the required personal protective clothing and equipment specified in Attachment 3.
- B. Any items of personal protective clothing and equipment which are provided by the Task Force and issued to the participant shall remain the property of the Task Force at all times and shall be returned promptly to the Task Force at any time the holder of the clothing and equipment ceases to be a participant.

9. Attachments 1, 2 and 3 are amended in their entirety as set forth in the revised attachments to this Amendment.

10. Except as expressly amended by this Amendment, the Agreement remains in full force and effect.

11. This Amendment is dated effective _____, 2004.

In recognition of the foregoing Amendment, the parties have executed this instrument in the spaces below.

District:

MENLO PARK FIRE PROTECTION DISTRICT

By

Fire Chief

And By

Task Force Leader

Participating Agency:

Milpitas Fire Department

(Print Name)

By

Authorized Representative

#680479

URBAN SEARCH & RESCUE
CALIFORNIA US&R TASK FORCE 3

MEMORANDUM OF AGREEMENT
WITH
PARTICIPATING AGENCY

This Memorandum of Agreement ("Agreement") is entered into effective _____ by and between the Menlo Park Fire Protection District ("District") and Milpitas Fire Dept ("Agency" or "participating agency").

Recitals

A. District is a contracting party under a "Memorandum of Agreement" dated October 12, 1993 with the Federal Emergency Management Agency ("FEMA") and the State of California acting through its Office of Emergency Services ("OES"). A copy of the Memorandum of Agreement (the "FEMA MOU") is attached to this Agreement as Attachment 1 and incorporated by reference.

B. Pursuant to federal law, principally the Robert T. Stafford Disaster Relief and Emergency Act, Public Law 93-288, as amended (42 U.S.C. 5121 et seq.) (the "Stafford Act"), FEMA operates the National Urban Search and Rescue Response System (the "System") in conjunction with several states of the United States of America including the State of California and, currently, twenty-seven local sponsoring organizations. The System conducts Urban Search And Rescue ("US&R") activities authorized by the Stafford Act.

C. Each sponsoring organization is responsible to recruit and organize a US&R Task Force consisting of 62 individuals, three deep, plus other support personnel, who have been properly trained with specialized capabilities required for urban search and rescue operations. A Task Force may be deployed as a single unit or it may be reorganized into teams for purposes of modularized responses for limited or specialized deployments.

D. Pursuant to the FEMA MOU, District is the sponsoring organization for California US&R Task Force 3 ("CA-TF3" or the "Task Force") and is charged with, among other things, recruiting and organizing CA-TF3. In the performance of its obligations as a sponsoring agency, it is necessary for District to enter into memoranda of agreements with other local organizations by which those organizations, including Agency, agree to serve as participating agencies in CA-TF3. This Agreement is entered into by District and Agency for that purpose.

E. Agency desires to be a participating agency with respect to CA-TF3 on the Terms and Conditions stated in this Agreement.

Terms and Conditions

In consideration of the Recitals above and the following Terms and Conditions, District and Agency agree as follows:

I. Participating Agency

As a participating agency, Agency acknowledges that District is obliged to provide qualified and trained personnel, three deep, for each dedicated position of the Task Force. In furtherance of that objective, Agency agrees to provide certain personnel to serve in designated positions on the Task Force. A list of the individuals who will occupy the designated positions is attached to this Agreement as Attachment 2.

Agency further agrees that the personnel which Agency has agreed to provide shall meet the required qualifications for the Category and shall receive the required training specified in this Agreement.

A Training Schedule which is mutually acceptable to Agency and District will be developed and when approved shall be made a part of this Agreement.

II. Agreement Term

This Agreement is intended to cover a twelve-month interval from its effective date so as to conform with the Task Force's twelve-month training calendar. However, the Agreement will continue in effect beyond the end of the anticipated twelve-month term unless terminated or superceded. District and participating agency will meet and confer prior to the end of the 12-month interval to evaluate renewal of the Agreement.

III. Amendments and Termination

This Agreement may be modified or amended only with another written agreement approved and executed by both parties, and all amendments will be attached to this Agreement. The Agreement may be terminated by either party upon 30 days written notice.

IV. Non-Discrimination

The parties to this Agreement shall comply with the provisions of Executive Order 11246 dated September 24, 1965, as amended, and with the rules, regulations and relevant orders of the United States Secretary of Labor to the end that these agencies will not tolerate discrimination against any employee or applicant for participation based upon race, color, religion, sex or national origin.

V. Tort Liability and Workers' Compensation

Agency and its participant personnel ("participants") shall be afforded such coverage for tort liability and workers' compensation as FEMA affords all task forces and their participants under Federal law, the scope of which is generally described in the FEMA MOU. Except as afforded by FEMA, the responsibility for risks associated with claims for tort liability and workers' compensation arising out of Agency's participation in CA-TF3, either organizationally or individually by its participants, shall be the responsibility of Agency.

VI. Financial Provisions

- A. The participating agency shall provide District with an employee salary schedule each year, or as changes occur in compensation rates payable to participating employees.
- B. From the time of activation and until CA-TF3 returns, is deactivated, and participants are returned to regular work schedules, participants shall be compensated in accordance with pay schedules and policies established by the FEMA MOU and Federal Regulations. For planning purposes, the parties understand that:
 - 1. Pay schedules currently compensate deployed fire personnel at regular salary for a normal work shift, and at time and one half for normal off-shift work days;
 - 2. The additional expense incurred, if any, to backfill deployed personnel will be paid; and
 - 3. Benefits and administrative costs should also be calculated and paid in accordance with FEMA's established policies and procedures.
- C. Within 30 days of either deactivation after a mission or completion of FEMA sponsored training (i.e., training expressly authorized, approved and/or conducted by FEMA and for which FEMA has agreed to reimburse participation costs), the participating agency agrees to provide the District with a complete cost reimbursement package to be submitted by the District as part of an overall claim package which District is obliged to submit to FEMA within 60 days after deactivation. Agency's cost reimbursement package shall be prepared in conformance with applicable FEMA regulations and procedures.
- D. Participants will be reimbursed for reasonable personal costs for operations and maintenance incurred in conjunction with a disaster operation in accordance with and to the extent authorized under FEMA policies.

- E. Rehabilitation or replacement costs of operational equipment shall be reimbursed if the piece of equipment was used at a disaster site or on a disaster exercises, as authorized by FEMA.
- F. In accordance with FEMA's policies, FEMA will replace lost or stolen equipment, unless equipment was lost or stolen as a result of negligence on the part of the Task Force or its personnel.
- G. Neither Agency or any Task Force member shall be reimbursed for costs incurred by activations outside the scope of this Agreement.
- H. All financial commitments of District are subject to the availability and receipt of funds by District from FEMA pursuant to and in accordance with the System's policies and regulations and the FEMA MOU.

VII. Reporting And Record Keeping Requirements

- A. Each Task Force member is required to provide the following information prior to being eligible for deployment.
 - 1. A fully completed OF 612 "Application for Federal Employment" form.
 - 2. A fully completed Federal Employee Data Transmittal Sheet. This is an adjunct to the OF 612 form, and is required by the Office of Human Resources and Management.
 - 3. A fully completed SF-61 Appointment Affidavit. Form 61 is an official U.S. Government form required by Federal Regulations for all Federal Appointees. An oath must be administered prior to deployment and after the team has been officially activated. Only originals may be submitted to FEMA. No copies will be allowed.
 - 4. A Federal Emergency Management picture identification card must be obtained, which will be retained by District and only distributed during a deployment.
 - 5. Certificates of course completion as described in the Section XIII of this Agreement (or a letter signed by the participating agency Chief certifying course completion if no certificate of completion is available) must be provided.
 - 6. Paramedics, as active members of the Medical Group, must complete and have on file, a copy of their Public Health Service Agreement.

Original documents must be with the team at all times during deployment.

- B. The participating agency will submit quarterly training activity reports at the CORE Group meetings which are held on a quarterly schedule. These reports will include participants names, hours of training, related topics and a course overview of what was covered during internal department training as specified under the Section XIV of this Agreement.

VIII. Official Name and Publications

- A. The official name of the task force organized pursuant to this Agreement is: California Urban Search and Rescue Task Force 3 (CA-TF3), a Bay Area Specialized Structural Collapse Rescue Team based out of Silicon Valley, California.
- B. All information, literature and promotional materials will list the official name and sponsoring and participating agencies.
- C. All uniforms will display the official name and/or allow for all participating agencies to display their own agency patch per approved uniform guidelines.

IX. Chiefs' Advisory and Policy Group

The Fire Chief of the District and the Task Force Leader will hold quarterly meetings with participating agency Fire Chiefs and Managers to discuss issues related to policy and operational issues which affect CA-TF3 and its participating agencies.

X. CORE Operational Group

Each participating agency shall provide representation at a CORE Operational Group meeting to be held on a quarterly meeting schedule. These meetings will be held to discuss training, record keeping and other operational issues.

XI. Media and Information Policy

- A. Media coverage will involve all participating agencies, but the District will have the primary responsibility for coordination and liaison with media sources and representatives.
- B. Scheduled media coverage shall be rotated through an active participating agency list, provided the participating agency is able to fill a request within two hours.

- C. Spontaneous media coverage shall be handled on an immediate need basis by the District.
- D. All press releases will include the names of all participating agencies.
- E. Subject to applicable law, including FEMA regulations, all photographs and video taken on deployments will be kept under the control of District until an approved external education program is reviewed by the Chiefs Advisory Group.
- F. A post-deployment promotional video, photographs and summary written report will be completed within 45 days after the mission de-activation date.
- G. All State and Federal media policies will be strictly enforced and followed.

XII. Rules of Conduct and Disciplinary Action

- A. All participants will be expected to abide by strict operational rules of conduct and behavior. Failure to do so may result in disciplinary action, or removal of a participant from CA-TF3.
 - 1. No transport or use of illegal drugs or alcohol will be tolerated.
 - 2. No fire arms will be allowed.
 - 3. Ethical behavior while using radios or cellular phones will be used.
 - 4. Know the chain of command and who you report to.
 - 5. Follow all orders and follow up on actions.
 - 6. Free lancing will not be tolerated.
 - 7. Limit the procurement of equipment to what is needed.
 - 8. Do not take things that you do not have authorization to have.
 - 9. Act professionally at all times and while in public.
 - 10. Remain in a state of readiness at all times.
 - 11. Recreation is limited to unassigned hours.
 - 12. Maintain and wear safety clothing.
 - 13. Wear the proper uniform.

- B. District will cooperate with the participating agency on issues related to any type of disciplinary action. District retains the right to exclude any participant from further participation on the Task Force if the participant fails to abide by the Rules of Conduct, above, or otherwise is guilty of conduct meriting disciplinary action.

XIII. Mandatory Minimum and Recommended General Requirements For Participation

- A. The following minimum general requirements have been established by FEMA and District for participation with CA-TF3.

1. The participant must be physically fit per participating agency standards and not have any pre-existing medical condition or disability which will prevent intensive manual labor.
2. The participant must be available on short notice to mobilize within three hours of request and be able to respond on a mission for up to 10 days.
3. The participant must be capable of improvising and functioning for long hours under adverse working conditions.
4. The participant must be inoculated currently for Diphtheria/Tetanus, Hepatitis B, Measles/Mumps/Rubella (if born after 1957), and polio.
5. The participant must be aware of the signs, symptoms and corrective measures of critical incident stress syndrome.
6. The participant must understand, and adhere to safe working practices and procedures as required in the urban disaster environment.
7. The participant must have a working knowledge of the CA-TF3's US&R response system, organizational structure, operating procedures, safety practices, terminology, and communication protocols.
8. The participant must have had three years of continuous, full-time, regular active service with the participating agency prior to being considered for involvement.
9. The participant must have completed a certified Rescue Systems 1 Course and possess a valid certificate.

10. The participant must have completed a certified Hazardous Materials Awareness course within the last 12 months and possess a valid certificate.
 11. The participant must have completed a certified ICS-100 SEMS Course within the last 12 months and possess a valid certificate.
 12. The participant must have completed a certified Confined Space Awareness Course within the last 12 months and possess a valid certificate.
 13. The participant must have completed a certified EMT First Responder Course and possess a current certification.
- B. The following qualifications, which are not presently, but are likely to be, mandatory in the near future, are strongly recommended.
1. Satisfactory completion of the Confined Space Operations Class.
 2. Satisfactory completion of the Rescue Systems II Class.
- C. The District has the authority to suspend or terminate a participant's participation on the Task Force for failure to satisfy all mandatory minimum general training requirements.

XIV. Training Policy and Procedures

- A. Annual internal training conducted in-house by the participating agency must include the following training. This training shall be documented as described in the Section VII of this Agreement and presented quarterly at the CORE Group meeting.
1. Rescue Systems One - 3 hours every 12 months.
 2. SEMS/ICS-100 - 1 hour every 12 months.
 3. Hazardous Materials First Responder - 4 hours every 12 months.
 4. EMT refresher training - 10 hours every 12 months.
 5. Confined Space Awareness - 2 hours every 12 months.
 6. CISD Awareness Training - 2 hours every 12 months.

B. Annual external training conducted by District will include the following training. This training will be documented by District and participating agencies will be held accountable for the participation of their personnel.

1. Individual Participant Orientation and Registration - 2 hours every 12 months.
2. 50 Question written exam - 70% passing - Every 12 months (Study Guide Provided).
3. Mobilization Orientation - 1 hour every 12 months.
4. Night Operations Exercise - 2 hours every 12 months.
5. Mobilization and Base Operations Exercise - 2 hours every 12 months.
6. Annual Deployment Exercise - 1/3 of the Task Force every 12 months.
7. Annual Exercise Critique and Discussion - 2 hours every 12 months.
8. Strategic Planning - 2 hours every 12 months.
9. ICS 100-200 Modules - 2 hours every 12 months.
10. Specific Categorical Training and Related Work Activities - minimum of 18 hours every 12 months, as follows.

Specific Categorical Training:

Communications and Technical Group.

Logistics Group.

Medical Group.

Management, Safety and Plans Group.

Rescue and Crane Rigging Group.

Structural Engineers.

Search and Recon (K-9, Search, HazMat,
Comm/Tech, Engineers).
Related Work Activities.

Cross Training.

Equipment Cache Work Days.

Meetings.

Special Projects.

- C. Paramedic students will not be allowed to be active participants in CA-TF3 until they have completed all applicable requirements for licensure as paramedics.
- D. District will begin development of tool and training caches to be utilized by participating agencies for training in the 2000-2001 budget year provided funding from FEMA is received. This equipment will be used for on-site training at the participating agencies' facilities. Until adequate tool and equipment training caches are available, all external training will be conducted at District's Station 77 or at District's Structural Collapse Training Center near the Dumbarton Bridge.
- E. All participating agencies' rescue personnel may attend the Rescue Specialist Course free of charge during the year.

XV. Notification Procedures

A. Activation.

- 1. Upon request by District for a Federal or State deployment, the participating agency agrees to supply personnel as specified in this Agreement within three (3) hours of the time the request is received.
- 2. The Fire Chief of District, or his designee, will make the determination to "Fill or Kill" a request from either FEMA or State OES.
- 3. The participating agency agrees to provide District with a current point of notification for 24 deployment request.

B. Mobilization.

- 1. All participants will respond to the District's Station 77 within 3 hours of notification with personal equipment appropriate to support a 10

day mission. See Attachment 3 for a list of required personal equipment.

2. The participating agency will select its participants through an internal system it has established. Selected participants will then be deployed provided they meet pre-approved document and training requirements as specified in this Agreement.
3. Selected participants will be subject to a medical pre-screening prior to deployment. Any participant which fails the screening will not be deployed.

C. Other Communications.

The District will establish a Task Force internet web site to enhance and simplify internal Task Force communications concerning US&R posting, training schedules, administrative requirements and similar functions and activities.

XVI. Family Support Network

A family support network for deployed participants and their participating agencies will be utilized during deployments.

XVII. Critical Incident Stress Syndrome

- A. District will have primary responsibility to organize and provide CISM intervention and support during and after a deployment.
- B. Unauthorized and unapproved CISM activities may not be eligible for reimbursement.

XVIII. Task Force Participants Personal Protective Clothing and Equipment.

- A. District will issue to each participant the following personal protective clothing and equipment for use in Task Force activities and operations.

One (1) BDU Coat

One (1) BDU Pants

Two (2) Uniform Long Sleeve T-shirts

One (1) Helmet

One (1) pr. Eye Protection

One (1) pr. Gloves

- B. Each Agency will be issued one (1) US&R Text Pager for use by the Agency's operations representative.

In recognition of the foregoing Agreement, the parties have executed this instrument in the spaces below.

District:

MENLO PARK FIRE PROTECTION DISTRICT

By

Fire Chief/General Manager

And By

Task Force Leader

Participating Agency:

Milpitas Fire Department

By

Authorized Representative

#628466

URBAN SEARCH & RESCUE
CALIFORNIA US&R TASK FORCE 3

MEMORANDUM OF AGREEMENT
WITH
INDIVIDUAL PARTICIPANT

Attachment 1

Attach a copy of the Tri-Party Agreement between FEMA/DHS, State OES and the Task Force. No electronic copy is available.

MEMORANDUM OF AGREEMENT

An agreement entered into this 12 day of October, 1993, by and between the Federal Emergency Management Agency (FEMA), the State of California, and the Menlo Park Fire Protection District, an Urban Search and Rescue Task Force.

I. PURPOSE

To delineate responsibilities and procedures for Urban Search and Rescue (US&R) activities under the authority of The Robert T. Stafford Disaster Relief and Emergency Act, Public Law 93-288, as amended, 42 U.S.C S5121, et seq. and relevant State authorities, or when otherwise properly directed.

II. SCOPE

The provisions of this Memorandum apply only to US&R Task Force activities performed at the request of the Federal government, provided at the option of the local jurisdiction and the State, and in conjunction with, or in preparation of, --a Presidential declaration of disaster or emergency and upon activation as outlined below in sub-element V.A. Details concerning specific working relationships on various projects may be appended to this document as they are developed.

III. DEFINITIONS

- A. Activation: the process of mobilizing specific Task Forces to deploy a designated disaster site. If the Task Force responds to such a mobilization request, the Task Force is to arrive with all equipment and personal gear at a pre-designated deployment site and be at the disaster site within six hours of the activation notice.
- B. Alert: the process of informing Task Forces that an event has occurred and that Task Forces might be activated at some point within a 12-hour time frame.
- C. Associate director: the Associate Director for State and Local Programs and Support Directorate, FEMA.
- D. Department of Defense (DOD): the Department of Defense, to include military and civilian components. DOD is primary agent for coordinating US&R efforts under Emergency Support Function (ESF) #1, US&R, under the Federal Response Plan.
- E. Director: The Director of the Federal Emergency Management Agency.
- F. Disaster Assistance Employee (DAE): a temporary Federal employee, hired under the provisions of the Robert T.

Stafford Disaster Relief Act.

- G. Disaster Medical Assistance Team (DMAT): a functional unit activated under the National Disaster Medical System (NDMS) which provides austere medical care in a disaster area or medical services at transfer points and reception sites associated with patient evacuation.
- H. Emergency Information and Coordination Center (EICC): a control center located within FEMA headquarters in Washington, DC, to provide interagency coordination of assistance to emergency or disaster areas.
- I. FEMA; the Federal Emergency Management Agency.
- J. Incident Commander: the individual in-charge of coordinating relief activities within the disaster site; under normal circumstances this individual will be an emergency manager from the local community responsible for incident activities including the development and implementation of strategic decisions and for approving the allocation of resources.
- K. National Disaster Medical System (NDMS): a cooperative effort of the Department of Health and Human Services (HHS), Department of Defense (DOD), Department of Veterans Affairs (VA), FEMA, and State and local governments and the private sector designed to care for a large number of casualties resulting from either a domestic disaster or an overseas war. The Public Health Service (PHS) heads the program.
- L. National Emergency Coordinating Center (NECC): a primary notification center located in Berryville, VA.
- M. Sponsoring Organization: a public entity, to be named in each instance, providing official sanction to a US&R Task Force.
- N. State or States: the State, Commonwealth, or U.S. territory government to which the sponsoring organization reports, which shall be named in each instance.
- O. Task Force: an integrated collection of personnel and equipment meeting standardized capability criteria for addressing the special needs of US&R.
- P. Task Force Leader: an individual responsible for team training, equipment maintenance, mobilization, and tactical direction of the Task Force.
- Q. Urban Search and Rescue (US&R): specialized tactics, personnel, and equipment suited to the unique lifesaving problems presented in structural collapse situations.

IV. RESPONSIBILITIES

A. FEMA shall be responsible for:

1. Coordination between the sponsoring organization, the local jurisdiction, the State, and other relevant government and private parties.
2. Limited funding and technical support for equipment and training specifically aimed at preparing a promising Task Force to be a fully implementable Task Force, as prescribed in the FEMA Urban Search and Rescue Response System manual. Use of this equipment will be limited to FEMA-sanctioned response activities, appropriate responses as determined by the local jurisdiction, and mutually agreed upon training.
3. Out-of-pocket expenses for team members deployed to a disaster site, as outlined in VI. FINANCIAL AGREEMENTS.
4. Document control at the Regional office, ensuring that all reports are directed to FEMA Headquarters SL-OE-FR-OP, Attn: US&R.

B. The State shall be responsible for:

1. Maintaining 24-hour alert capabilities, including a point-of-contact or duty officer available at all times.
2. Implementing FEMA's alert and activation procedure of the State-sponsored Task Force when called upon to do so by FEMA.
3. Document control at the State office, ensuring that all reports are directed to their respective FEMA regional Point of Contact.

C. DOD shall be responsible for:

1. Deploying US&R Task Forces from designated staging areas and moving such Task Forces to and from the disaster site.
2. Logistical, maintenance, and other support to deployed US&R Task Forces.
3. Coordinating the replacement and/or rehabilitation of damaged or destroyed equipment used in the course of the operations.

R. The sponsoring organization shall be responsible for:

1. Recruiting and organizing a Task Force, according to guidelines prescribed in the FEMA Urban Search and Rescue Response System description manual. It is understood that many of the criteria for position selection are, at present time, only recommended standards but will become mandatory over time.
2. Registering and qualifying all medical personnel on the Task Force through PHS as a specialized DMAT. This includes a separate MOU with PHS, attached as Attachment B.
3. Providing training to Task Force members. Training should be contiguous with the objectives of upgrading, developing and renewing skills as needed to maintain qualifications for a particular position on the Task Force. A section on the Incident Command System should be taught to all Task Force members.
4. Developing, practicing and implementing an internal call-out system for its members.
5. Administrative, financial, and personnel management as they relate to the Task Force. All original paperwork will be filed at the sponsoring organizations, with copies as outlined in IX. REPORTING REQUIREMENTS, below, sent to FEMA, SL-OE-FR-OP, Attn: US&R.
6. Reporting as delineated in VIII. Reporting Requirements.
7. Developing, maintaining, and accountability for US&R-specific equipment to be purchased with matching funding from FEMA and the local sponsoring organization.
8. Providing personnel and equipment for US&R-related exercises, as agreed upon with FEMA and the State, subject to the availability of such Task Force personnel and equipment which will be based upon requirements and priorities of the local jurisdiction and the State at the time such personnel and equipment are requested.

V
IV. PROCEDURES

A. Activation

1. Upon request from State governments for Federal disaster assistance, and/or determination by FEMA shall request the activation of forces necessary to respond to the emergency or disaster situation.
2. Activation notices shall be communicated by the EICC or NECC, through the appropriate State Emergency Management Office, to Task Force Leaders.

B. Mobilization, Deployment, and Redeployment

1. The Task Force Leader shall notify members of the Federal activation.
2. If the Task Force responds to a notification of activation, Task Force leaders and Team leaders shall move the Task Force and its equipment to pre-designated airfields for pick-up by DOD aircraft within six hours of the official activation.
3. Upon arrival at the mobilization area, DOD will provide an on-ground briefing, maps, food and housing (as necessary), and other items essential to the initial set-up and support of the Task Force. DOD will supply a liaison and a radio operator to each Task Force. DOD will supply a liaison and a radio operator to each Task Force deployed to a disaster site.
4. DOD shall provide transportation from the staging area to the disaster site and return.
5. The Task Force shall be redeployed to the point of origin airfield by DOD aircraft upon completion of the US&R mission.

C. Command and Control

1. DOD has overall command and control of the US&R function.
2. Tactical employment of US&R Task Forces shall be passed from DOD to the local or on-site Incident Commander within a disaster area.

VI. FINANCIAL AGREEMENTS

- A. Task Force members shall be compensated in accordance with pay schedules and policies set forth by the Federal government, including DOD and/or FEMA (ie, Federal Disaster Assistance Employee Program), the State and the local organization, as determined prior to implementation of this agreement.
- B. Skill and experience levels shall be established for each Task Force member upon inclusion into the national system and appropriate compensation determined based on VI. A., above.
- C. Task Force members shall be reimbursed for travel and per diem costs in accordance with Federal travel regulations, unless otherwise authorized.
- D. Members shall be reimbursed for reasonable personal costs of operations and maintenance incurred in conjunction with disaster operations.
- E. Any reasonable expense incurred by an organization in filling a Task Force member's position while the Task Force member has been activated will be paid for by FEMA. FEMA will not pay personnel costs above the normal and usual rate for that position.
- F. Task Force organizational materials, equipment, and supplies consumed in providing requested assistance shall be reimbursed on a replacement basis. Replacement and/or rehabilitation requests shall be submitted to DOD before demobilization.
- G. Rehabilitation or replacement costs of operational equipment shall be reimbursed if the piece of equipment was used at a disaster site or on disaster exercises, as authorized by FEMA. FEMA shall replace lost or stolen equipment, unless equipment was lost or stolen as a result of negligence on the part of the Task Force or its' personnel.
- H. No Task Force or any Task Force member shall be reimbursed for costs incurred by activations outside the scope of this agreement.
- I. All equipment purchased under this agreement will revert to the local sponsoring organization at the time this agreement is dissolved.
- J. All financial commitments herein are made subject to the availability of funds and the further mutual agreement of the parties.

- K. Cash grants awarded by FEMA from FY 1990 or FY 1991 funds for equipment or training must be matched on 50/50 hard match basis. Although the Memorandum of Agreement states that "Cash grants awarded by FEMA from FY 1990 or FY 1991 funds for equipment or training must be matched on a 50/50 hard match basis" (VI.K.), interpretation of the funding was revised since the MOA was sent to each task force. The FY 1990 funding (\$10,000 for each task for training) is a 75/25 in-kind match.
- L. Upon activation, the sponsoring organization shall be forwarded, from FEMA, \$100,000 advance funding to off-set any initial out of pocket financial obligation. This advance shall be dispatched in an expedient manner and, in no case, more than five (5) calendar days from activation. Any part of this advancement, not expended during the activation, shall be returned to FEMA.
- M. This Memorandum of Agreement is to be interpreted as a contract between FEMA, the State, and the local sponsoring jurisdiction. The task force members of the search, rescue, and technical teams will not become "Federalized" through the Disaster Assistance Employees (DEA) program, but will retain all benefits and standing as offered by their respective organization.
- N. With the exception of the medical team personnel, those individuals who are not employees of the sponsoring organization will be either brought onto the sponsoring jurisdiction or the State's payrolls as contingent employees for purposes of consolidated billing. If the State or the local jurisdiction cannot accomplish this, FEMA will register these individuals as Disaster Assistance Employees. All non-department personnel, with the exception of those on the medical team, will be subject to the pay schedules established by the FEMA Disaster Assistance Employees program in conjunction with the National US&R Program.
- O. All individuals registered as DAES will be afforded workman's compensation and long-term disability as outlined in the Federal Employee's Compensation Act.
- P. All medical team personnel, including employees of the sponsoring organizations, are subject to the pay schedule and Federal benefits established through the national Disaster Medical System.

VII. REPORTING REQUIREMENTS

- A. The sponsoring organizations will submit quarterly financial and activity reports to the State, to be forwarded to the FEMA Regional office then to FEMA Headquarters, in accordance with Comprehensive Cooperative Agreement Article VI., Reports, included as attachment B.
- B. The sponsoring organization will submit, in writing, to the State, to be forwarded to the FEMA Regional office then to FEMA Headquarters, all personnel changes as they relate to the composition of the Task Force. This includes information of personnel training and qualification upgrades. The relevant portion of the qualifications list will be submitted as new members are admitted to positions on the Task Force.
- C. A copy of the PHS MOU will be submitted to FEMA, SL-OE-FR-OP, Attn: US&R.
- D. Verification of Task Force member credentials, as they relate to the criteria outlined in the Description Manual will be submitted on an annual basis and at other times as requested by FEMA.
- E. A new qualification list will be submitted at least three months, but no earlier than six months, prior to the end of this agreement in order to determine if the MOA shall be renewed.

VIII. CONDITIONS, AMENDMENTS AND TERMINATION

- A. This Memorandum may be modified or amended only with written agreement of all parties, and all amendments will be attached to this agreement. The memorandum may be terminated by any party upon 30 days written notice.
- B. FEMA complies with the provisions of Executive Order 11246 of September 24, 1965, as amended, and with the rules, regulations and relevant orders of the Secretary of Labor to the end that "(FEMA) will not discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex or national origin." In addition, use of Federal facilities, supplies and services will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provision of technical assistance and other relief and assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.

IX. LIABILITY

Once a Task Force is activated under terms of this Memorandum of Agreement, the Non-Liability clause as stated in The Robert T. Stafford Disaster Relief and Emergency Act, Public Law 93-288, as amended, 42 U.S.C. §5121, et seq., Section 305, will be in effect: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or any employee of the Federal Government in carrying out of the provisions of this Act."

X. ATTACHMENTS

- A. PHS/NDMS/DMAT Registration Material and MOU
- B. FEMA Comprehensive Cooperative Agreement (CCA) Article, VI. Reports

Richard W. Krumm
Associate Director
State and Local Programs and Support
FEMA/Washington

10/21/94
Date

Kenneth J. Clock
Regional Director
FEMA Region IX

9/13/94
Date

X Paul L. Linder
State Director
Emergency Management Office

5-26-94
Date

B. Q. Ze
Sponsoring Jurisdiction

5/3/94
Date

URBAN SEARCH & RESCUE
CALIFORNIA US&R TASK FORCE 3

MEMORANDUM OF AGREEMENT
WITH
INDIVIDUAL PARTICIPANT

Attachment 2

This information is completed and submitted by the participating agency listing the name, rank, hourly salary scale for agreed upon personnel and related positions as described in the US&R Operational System Description.

It is the responsibility of the participant to update this information any time this information changes.

Date: _____

Agency Name: _____

<u>Names of Participants</u>	<u>Rank</u>	<u>Hourly Rate of Pay</u>	<u>US&R Position</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

URBAN SEARCH & RESCUE
CALIFORNIA US&R TASK FORCE 3

MEMORANDUM OF AGREEMENT
WITH
INDIVIDUAL PARTICIPANT

Attachment 3

Required Personal Equipment - Not to exceed 60 Pounds per individual gear bag:

Items Provided by the Task Force:

- **Helmet**
- **Helmet Light**
- **Uniform (3 per person- long sleeve shirt and pants)**
- **Uniform Jacket**
- **Sweat Shirt (Parka)**
- **Wool Cap**
- **Boots (Steel Toe and Shank)**
- **Rain Gear**
- **Ball Cap**
- **Gear Bag**
- **Safety Glasses and Keeper**
- **Hearing Protection**
- **Leather Work Gloves**
- **Scott Face Piece**

Items which are the responsibility of each individual:

- **Bandanas (3 per person)**
- **Long Underwear Set – Top and Bottom (2 per person)**
- **Cotton Socks (6 pair per person)**
- **Wool Socks (2 pair per person)**
- **Underwear (6 per person)**
- **Tee Shirts (2 per person)**
- **Sunglasses**
- **Gym Shorts**
- **Toiletry Kit (Include all Personnel hygiene items such as soap, etc)**